

December 20, 2003

**VIA FACSIMILE AND
FEDERAL EXPRESS**

Board of Directors
The Pointe Group
Healthcare and Senior Living
615 Heath Street
Chestnut Hill, MA 02467
Attention: Gerry Freid

Re: Engagement of Casas, Benjamin & White, LLC ("CBW")

Dear Mr Freid:

Pursuant to Section 2 of the engagement letter (the "Engagement"), dated as of September 4, 2003 by and between The Pointe Group Healthcare & Senior Living ("PGHS") and Casas, Benjamin & White, LLC ("CBW"), PGHS and CBW desire to amend the Engagement as follows:

The initial Restructuring Services Fee Retainer has been exhausted as of the date hereof, and PGHS hereby agrees to replenish the Restructuring Services Fee Retainer in the amount of \$50,000 ~~payable in 5 weekly installments of \$10,000 each~~.

CBW agrees to continue the Engagement and complete the revised scope of Restructuring Services outlined in Schedule 1 attached hereto.

All other terms and conditions outlined in the Engagement shall remain in place in accordance with the terms of the Engagement.

Jan 22, 2004 10:10 AM

NO. 0137 P. 0

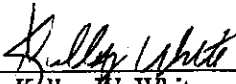
This agreement may only be modified, amended or waived by a writing signed by the parties hereto.

If the terms of this amendment are satisfactory, kindly sign the enclosed copy of this letter.

Very truly yours,

CASAS, BENJAMIN & WHITE,
LLC

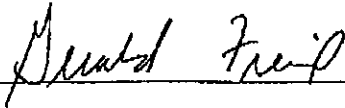
By: _____


Kelley W. White
Managing Director

Accepted, acknowledged and agreed to:

THE POINTE GROUP HEALTHCARE
& SENIOR LIVING

By: _____



Title: _____

Date: _____

1/14/2004